



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

March 22, 2013

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Thomas W. Jennings, Esq.
Jennings Sigmond, PC
510 Walnut Street
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Philadelphia, PA 19106

Rene Vargas
City of Philadelphia
1515 Arch Street
Philadelphia, PA 19102-1595

Re: 14 390 01153 11
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: Sgt. James J. Green PR [REDACTED] - Demoted from Sergeant to Police Officer

Dear Parties:

This will confirm receipt of advice that the above-captioned matter has been settled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Sincerely,

Christine Naida
Case Manager
[REDACTED]
naidac@adr.org

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cc: Charles D. Long, Jr., Esq.
John R. McGrody

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE : Case No. AAA 14 390 01153 11
LODGE NO. 5 :
:
:
- and - : Grievance: Sgt. James Green
: (Demotion)
CITY OF PHILADELPHIA :
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, James Green ("Green") PR# [REDACTED] was employed by the City as a Police Sergeant and a member of the bargaining unit represented by the FOP; and,

WHEREAS, James Green was demoted from the civil service rank of Police Sergeant to the civil service rank of Police Officer; and,

WHEREAS, the FOP initiated a grievance on Green's behalf challenging the City's demotion of Green; and,

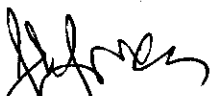
WHEREAS, the parties wish to amicably resolve the matter of Green's demotion;


NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises contained herein, the parties hereby enter into this Settlement Agreement ("Agreement") and agree to the following terms:

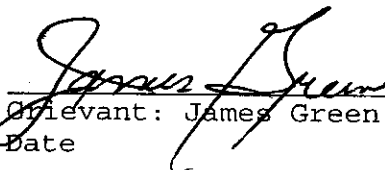
1. The City shall reinstate Green to his former position as a Police Sergeant with the Philadelphia Police Department retroactive to the effective date of his demotion of August 9, 2011.
2. Green shall not receive back pay for the pay difference for the time period of August 9, 2011 until the date of this agreement. However, all other emoluments of employment will remain regarding the rank of Police Sergeant as if Green had never been demoted.
3. The City agrees to take no further action against Green with regard to withholding of funds, attachment, or garnishment of wages or future pension earnings in connection with this grievance.

4. The City agrees to expunge all discipline from Green's personnel records regarding the events that resulted in Green's demotion.
5. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
6. In further consideration for the foregoing, Green releases the City, its departments, officials, agents, and employees from any claims he had, have, or may have arising out of the subject matter of the alleged misconduct which led to the demotion. Green further releases the FOP, its employees, its members, and agents, from any claims he has, have, or may have arising out of the subject matter of the alleged misconduct which led to the demotion, including but not limited to claims of breach of duty of fair representation.
7. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
8. This agreement shall be without precedent, and without prejudice to any claims, defenses, or arguments, that any party hereto shall have in any other proceeding between or among them.
9. Green, the FOP and the City agree to maintain the confidentiality of the terms of this Settlement Agreement. If asked about the result of the disputes between the parties regarding Green's case, the parties agree to inform the inquiring parties that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution.
10. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions and enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, James Green and the FOP, intending to be legally bound hereby, enter into this agreement this day of, 2012.


For: FOP Lodge #5
Date 2-24-12


For: The City of Philadelphia
Date


Grievant: James Green
Date

2-24-12